

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

DINA CAPITANI,)	
)	
Plaintiff,)	Case No. 3:16-0740
)	
v.)	Judge Crenshaw/Newbern
)	
GEOFFREY ROEBUCK and)	
CATHY ROEBUCK,)	JURY DEMAND
)	
Defendants.)	

**MEMORANDUM OF LAW AND FACTS IN SUPPORT OF
PLAINTIFF'S MOTION TO AUTHORIZE SERVICE ON DEFENDANTS BY EMAIL
PURSUANT TO FED. R. CIV. P. 4(f)(3)**

Plaintiff Dina Capitani submits this memorandum of law and facts in support of her Motion to Authorize Service on Defendants by Email Pursuant to Fed. R. Civ. P. 4(f)(3) as follows:

I. INTRODUCTION

On April 14, 2016, Plaintiff filed this action for injunctive relief and damages against Defendants for copyright infringement and breach of contract after 1) Defendants failed to pay Plaintiff after licensing her copyrighted works, and 2) Defendants illegally continued and still continue to use, reproduce, distribute, promote, and offer for sale Plaintiff's copyrighted works after the expiration of the Licensing Agreement. *See* Doc. 1. Although diligent in her efforts to serve Defendants, Plaintiff has been unable to do so via certified mail and personal service. For the reasons set forth herein, Plaintiff respectfully requests an Order, pursuant to Fed. R. Civ. P. 4(f)(3), permitting Plaintiff to serve Defendants with process and all subsequent pleadings, court

filings and discovery in this matter via email to the email address of geoffreyroebuck@yahoo.com. Absent the ability to serve Defendants by email, Plaintiff will almost certainly be left without the ability to pursue a remedy against them.

II. STATEMENT OF FACTS

Plaintiff Dina Capitani is an artist who created and is, therefore, the author of original illustrations of dog breeds which are included in a volume of work titled “Doggie Doodles by Dina Volume II.” *See* Doc. 1, ¶ 7. Plaintiff met Defendant Geoffrey Roebuck at a trade show in Atlanta, Georgia, in 2011, where he expressed his interest in Plaintiff’s original dog illustrations. *See Exhibit 1*, Declaration of Dina Capitani (“Capitani Decl.”), ¶ 3. Since that time, Plaintiff has always corresponded with Defendants in person, through Skype, or by email at geoffreyroebuck@yahoo.com.

Thereafter, Plaintiff entered into a Licensing Agreement (Doc. 1-2) with Defendants, wherein Plaintiff agreed to provide Defendants with fifty-four (54) of Plaintiffs’ original drawings (the “Subject Works”) for Defendants to use on their products for a term of three (3) years from August 1, 2011 until August 1, 2014. *See id.*, ¶¶ 5-6. Pursuant to the terms of the Licensing Agreement, Defendants agreed to pay Plaintiff, on a quarterly basis, royalties on the total price Defendants paid to the factory to produce product bearing Plaintiff’s Subject Works, with a guaranteed minimum to Plaintiff of \$25,000 per contract year for the duration of the three-year Licensing Agreement, for a minimum total of \$75,000. *See id.* at ¶ 7. In addition, Defendants agreed to provide her quarterly written royalty reports and two samples of each product bearing Plaintiff’s Subject Works at no cost. *See id.* at ¶ 8.

To date, Defendants have only paid Plaintiff approximately \$900.00 of the \$75,000 minimum amount due to Plaintiff. *See id.* at ¶ 9. As a result, Defendants have failed to pay

Plaintiff the monies that she is entitled to under the Licensing Agreement. *See id.* Defendants have also failed to provide Plaintiff any of the required quarterly royalty reports or the promised product samples. *See id.*

In addition, Defendants have improperly modified Plaintiff's Subject Works by removing her logo before placing Plaintiff's Subject Works on Defendants' products without Plaintiff's express written consent. *See id.* at ¶ 10. Despite Plaintiff's numerous requests for Defendants to perform their obligations under the Licensing Agreement, Defendants failed to do so. *See id.* at ¶ 11. As a result, Plaintiff terminated the Licensing Agreement on May 21, 2014, pursuant to ¶ 8.3 of the Licensing Agreement. *See id.* at ¶ 11.

Despite terminating the Licensing Agreement, Defendants have continued to use, reproduce, distribute, promote and offer for sale illegal and unauthorized copies of one or more of Plaintiff's Subject Works on Defendants' products beyond the termination of the Licensing Agreement. *See id.* at ¶ 12. For example, since Plaintiff terminated the Licensing Agreement, Plaintiff has discovered her Subject Works being sold on products online throughout the world through Amazon, Ebay, Alibaba, and Movitek Import's websites. Most recently, Plaintiff discovered that eighteen (18) of her Subject Works¹ are being sold on products (clocks with moving dog tails) on Amazon's website (www.amazon.com). *See* Capitani Decl., ¶ 13, Collective Exhibit A and Exhibit B. Printouts from Amazon's website show products bearing eighteen (18) of Plaintiff's Subject Works (copies of which appear in the record at Doc. 1-1), with the only difference being that Plaintiff's logo has been removed. *See id.* at ¶ 13 and

¹ The eighteen Subject Works include my illustrations of the following dog breeds: Yorkie, Golden Retriever, Border Collie, Yellow Labrador, Jack Russell, Chocolate Labrador, Westie, Staffordshire Bull Terrier, Springer Spaniel, Schnauzer, Lhasa Apso, Cocker Spaniel, French Bulldog, Rottweiler, Sheltie, German Shepherd, Bichon, and Beagle.

Collective Exhibit A. Amazon's website indicates that the seller and/or manufacturer of these eighteen (18) products is Passion for Pets. *See id.* Plaintiff also discovered that a moving dog tail clock, bearing Plaintiff's original Golden Retriever illustration (one of Plaintiff's Subject Works), is being sold on Movitek Import's website (<http://movitek.cl>). *See id.* at ¶ 13 and Exhibit B. Again, Plaintiff's logo has been removed. *See id.* Movitek Import's website indicates that the manufacturer of this product is Passion for Pets. *See id.*

Defendants use the name "Passion For Pets" to sell their products. *See Capitani Decl.*, ¶ 14. Defendant Geoffrey Roebuck previously provided Plaintiff one of his business cards which bears the business name "Passion for Pets." *See id.* at ¶ 14 and Exhibit C. The business card indicates that Defendant Geoffrey Roebuck is the "Managing Director," and shows his address as 3348 El Suyo Dr., San Ramon, California, 94583, and his email address as geffreyroebuck@yahoo.com. *See id.*

Plaintiff has attempted to serve Defendants at the El Suyo Drive address in San Ramon, California, where it was believed that Defendants resided. *See Capitani Decl.*, ¶ 15. However, Plaintiff was not been successful in doing so. *See id.* at ¶ 15. Plaintiff initially attempted to serve Defendants at the El Suyo Drive address via certified mail. *See Doc. 8 and 9.* However, the certified mailings were returned unclaimed on May 24, 2016. *See id.* As a result, Plaintiff filed the returned unexecuted Summonses on June 14, 2016. *See id.*

On June 21, 2016, Plaintiff had Alias Summonses issued so that Plaintiff could attempt to serve Defendants, through a private process server, at the El Suyo address in San Ramon, California. *See Doc. 10 and 11.* Although several attempts were made to serve Defendants at

this residence, which is believed to be owned by Defendant Geoffrey Roebuck's sister, Plaintiff was not successful in locating and/or serving Defendants.²

Thereafter, Plaintiff attempted to serve Defendants at another address in San Ramon, California, to where it was believed that Defendants may have moved. Although a private process server made numerous attempts to serve Defendants at this new location, Plaintiff was not successful in locating and/or serving Defendants.

In the meantime, Defendants unexpectedly emailed Plaintiff on July 28, 2016, from Defendants' email address, geffreyroebuck@yahoo.com, with the subject line "HOW WE CAN ONCE AGAIN WORK TOGETHER." Capitani Decl., ¶ 16. Therein, Defendants indicated that they wanted to offer Plaintiff another "deal" wherein Defendants would use Plaintiff's Subject Works to produce moving dog tail clocks and Christmas ornaments. *See id.* at ¶ 16 and Exhibit D. Defendants further told Plaintiff that people loved her clocks, most of which were sold by Defendants, including sales over the internet. *See id.* Lastly, Defendants attached four pictures of products bearing Plaintiff's Subject Works which Defendants wanted to sell. *See id.* at ¶ 16 and Collective Exhibit E. The first picture of Collective Exhibit E (attached to the Capitani Declaration) is a moving dog tail clock bearing Plaintiff's illustration of a Golden Retriever from her Subject Works. *See id.* This clock is identical to the Golden Retriever moving tail clocks already being sold on Amazon and Movitek Import's websites. *See id.*

Because Plaintiff had been unable to serve Defendants with the Complaint in this matter, Plaintiff responded to Defendants' July 28, 2016 email on August 10, 2016, and requested their

² Plaintiff's counsel has mailed previous motions to Defendants at this same address, via first class U.S. Mail. However, these mailings have not been returned to Plaintiff's counsel.

address and phone number in the hopes that Plaintiff could finally serve Defendants. *See* Capitani Decl., ¶ 17 and Exhibit F.

On August 11, 2016, Plaintiff received another email from Defendants from the email address geffreyroebuck@yahoo.com. *See* Capitani Decl., ¶ 18 and Exhibit G. Despite Plaintiff's request, Defendants did not advise Plaintiff of Defendants' address or phone number. *See id.* Rather, Defendants advised Plaintiff that Defendants were "back [in] Shanghai China," but intended to return to the United States. *Id.* Defendants again conveyed that they wanted to continue using Plaintiff's Subject Works to produce the moving tail clocks, as well as, Christmas ornaments. *See id.*

When Plaintiff did not respond to Defendants' offer to continue using Plaintiff's Subject Works, Defendant Geoffrey Roebuck emailed Plaintiff again on August 17, 2016, from the email address geffreyroebuck@yahoo.com. *See* Capitani Decl., ¶ 19 and Exhibit H. Despite the fact that Plaintiff terminated the Licensing Agreement with Defendants and has not entered into any additional agreements with Defendants, Defendant Geoffrey Roebuck again asked if Plaintiff wanted to move forward with the clocks and ornaments lines as Defendants have "put so much money out for all the samples & shows to promote" Plaintiff's line. *See id.*

Since terminating the Licensing Agreement, Plaintiff has not given Defendants permission to use Plaintiff's Subject Works. *See id.* at ¶ 20. In addition, Plaintiff has not entered into new agreements, nor does she wish to enter into any new agreements, with Defendants. *See id.* Defendants, however, continue to use, reproduce, distribute, promote and offer for sale illegal and unauthorized copies of Plaintiff's Subject Works. *See id.*

III. LAW AND ARGUMENT

As stated above, Defendants claim that they are currently residing in Shanghai, China. Federal Rule of Civil Procedure 4(f) provides the acceptable means of serving individuals in a foreign country. Specifically, Fed. R. Civ. P. 4(f) states as follows:

Unless federal law provides otherwise, an individual--other than a minor, an incompetent person, or a person whose waiver has been filed--may be served at a place not within any judicial district of the United States:

(1) by any internationally agreed means of service that is reasonably calculated to give notice, such as those authorized by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents;

(2) if there is no internationally agreed means, or if an international agreement allows but does not specify other means, by a method that is reasonably calculated to give notice:

(A) as prescribed by the foreign country's law for service in that country in an action in its courts of general jurisdiction;

(B) as the foreign authority directs in response to a letter rogatory or letter of request; or

(C) unless prohibited by the foreign country's law, by:

(i) delivering a copy of the summons and of the complaint to the individual personally; or

(ii) using any form of mail that the clerk addresses and sends to the individual and that requires a signed receipt; or

(3) *by other means not prohibited by international agreement, as the court orders.*

Fed. R. Civ. P. 4(f) (emphasis added). Therefore, pursuant to Fed. R. Civ. P. 4(f), "a party is permitted to use an alternative means to effect service if: (1) the party obtains the permission of the court, and (2) an international agreement does not otherwise prohibit the means of service approved." *Chanel, Inc. v. Zhibing*, No. 2:09-cv-02835, 2010 WL 1009981, *3 (W.D. Tenn.

Mar. 17, 2010) (copy attached as **Exhibit 2**) (citing Fed.R.Civ.P. 4(f)(3); *Rio Props. v. Rio Int'l Interlink*, 284 F.3d 1007, 1014 (9th Cir. 2002)).

In the case at bar, there is no international agreement that prohibits email service. Both China and the United States have signed the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents, Nov. 15, 1965, 20 U.S.T. 361, 658 U.N.T. S. 163 (“Hague Convention”). See Status Table: Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, Hague Conference on Private International Law, available at <https://www.hcch.net/en/instruments/conventions/status-table/?cid=17> (last visited Sept. 9, 2016) (listing the current contracting states); see also *Chanel, Inc. v. Zhibing*, 2010 WL 1009981 at *3. However, the Hague Convention does “not apply where the address of the person to be served with the document is not known.” *Popular Enters., LLC v. Webcom Media Group, Inc.*, 225 F.R.D. 560, 562 n. 1 (E.D. Tenn. 2004) (quoting Hague Convention, Article 1).

Since Defendants advised Plaintiff that Defendants were currently residing in Shanghai, China, Plaintiff has attempted to obtain from Defendants their current address. See Capitani Decl., ¶ 17. However, Defendants have not been forthcoming with this information. See *id.* at ¶ 18. Therefore, the address of Defendants in Shanghai, China is not known. As a result, the Hague Convention does not apply. See *Popular Enters., LLC*, 225 F.R.D. at 562; *Chanel, Inc.*, 2010 WL 1009981 at *3.

Because the Hague Convention does not apply, this Court “has broad authority to determine an appropriate alternative method of service.” *Chanel, Inc.*, 2010 WL 1009981 at *4. However, the court-approved method of service must meet the due process requirements of “notice reasonably calculated, under all circumstances, to apprise interested parties of the

pendency of the action and afford them an opportunity to present their objections.” *Id.* (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314, 70 S.Ct. 652, 94 L.Ed. 865 (1950)).

Serving Defendants “by email not only meets constitutional standards, but also is the method of service most likely to reach” Defendants. *Chanel, Inc.*, 2010 WL 1009981 at *4. Plaintiff has already made numerous attempts to serve Defendants at two addresses in San Ramon, California, but has been unable to locate Defendants. Since that time Defendants have emailed Plaintiff multiple times from the email address geoffreyroebuck@yahoo.com, the same email address that Plaintiff used to correspond with Defendants since 2011. In addition, Defendants have advised Plaintiff that they are currently residing in Shanghai, China. However, although requested, Defendants failed to provide Plaintiff with their Shanghai, China address.

Under the facts and circumstances presented here, Fed. R. Civ. P. 4(f)(3) clearly authorizes the court to direct service upon Defendants by email. *See Popular Enters., LLC*, 225 F.R.D. at 562. In addition, Rule 4(f)(3) is:

expressly designed to provide courts with broad flexibility in tailoring methods of service to meet the needs of particularly difficult cases. Such flexibility necessarily includes the utilization of modern communication technologies to effect service when warranted by the facts.

Id.

Email is the method of service most likely to reach Defendants and is, therefore, “reasonably calculated to apprise defendant of the pendency of this action and afford it an opportunity to respond.” *Id.* at 563. Moreover, “when faced with an international e-business scofflaw, playing hide-and-seek with the federal court, e-mail may be the only means of effecting service of process.” *Id.* (quoting *Rio*, 284 F.3d at 1018). Such is the case here.

IV. CONCLUSION

For the foregoing reasons, Plaintiff Dina Capitani respectfully requests this Court enter an Order permitting Plaintiff to serve the Summonses and Complaint, as well as, all subsequent pleadings and discovery upon Defendants by email to the email address of geoffreyroebuck@yahoo.com.

DICKINSON WRIGHT PLLC

By: /s/ Autumn L. Gentry

Autumn L. Gentry, #20766

R. Cameron Caldwell, #29084

424 Church Street, Suite 1401

Nashville, Tennessee 37219

Phone: (615) 244-6538

Fax: (615) 256-8386

agency@dickinsonwright.com

ccaldwell@dickinsonwright.com

Attorneys for Plaintiff Dina Capitani

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been served, via email and United States Mail, first class, postage pre-paid, to the following:

Geoffrey Roebuck
Cathy Roebuck
3348 El Suyo Dr.
San Ramon, CA 94583-3032
geoffreyroebuck@yahoo.com

Geoffrey Roebuck
Cathy Roebuck
330 S Overlook Dr.
San Ramon, CA, 94582-4544

Dated: September 9, 2016.

/s/ Autumn L. Gentry
Autumn L. Gentry

NASHVILLE 99997-1358 577369v1

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

DINA CAPITANI,)	
)	
Plaintiff,)	Case No. 3:16-0740
)	
v.)	Judge Crenshaw/Bryant
)	
GEOFFREY ROEBUCK and)	
CATHY ROEBUCK,)	JURY DEMAND
)	
Defendants.)	

DECLARATION OF DINA CAPITANI

I, Dina Capitani, submit this Declaration in support of Plaintiff's Motion to Authorize Alternative Service Of Process On Defendants Pursuant To Fed. R. Civ. P. 4(f)(3):

1. The factual statements set forth in this Declaration are true and are based on my personal knowledge.
2. I am in the Plaintiff in this matter.
3. I met Defendant Geoffrey Roebuck at a trade show in Atlanta, Georgia, in 2011, where he expressed his interest in my original illustrations of dog breeds.
4. Since meeting Defendant Geoffrey Roebuck in 2011, I have always corresponded with Defendants either in person, through Skype, or by email at geoffreyroebuck@yahoo.com.
5. On or about July 28, 2011, I entered into a Licensing Agreement (Doc. 1-2) with Defendants, wherein I agreed to provide Defendants with copies of twenty-nine (29) of my original illustrations for Defendants to use on their products for a term of three (3) years from August 1, 2011 until August 1, 2014.

6. On or about September 27, 2011, the parties agreed to amend the Licensing Agreement to permit Defendants to license twenty-five (25) additional original illustrations, for a total of fifty-four (54) original drawings (the "Subject Works") from me to use on Defendants' products for the duration of the original Licensing Agreement.

7. Pursuant to the terms of the Licensing Agreement, Defendants agreed to pay me a royalty of 5% of the total price Defendants paid to the factory to produce product bearing the Subject Works ("Gross Revenues"). *See* Doc. 1-2, ¶ 3.2. Defendants further agreed that such payments would be made on a quarterly basis. *See id.* at ¶ 3.3 and 3.4. However, notwithstanding the foregoing, Defendants guaranteed they would pay me a minimum of \$25,000 per contract year for the duration of the three-year Licensing Agreement, which equals a total of \$75,000. *See id.* at ¶ 3.6.

8. Pursuant to the terms of the Licensing Agreement, Defendants agreed to provide me with written royalty reports on a quarterly basis, whether or not a royalty was due. *See id.* at ¶ 3.3. In addition, Defendants agreed to provide me two samples of each product bearing the Subject Works at no cost. *See id.* at ¶ 4.4.

9. To date, Defendants have only paid me approximately \$900.00. As a result, Defendants have failed to pay me the monies that I am entitled to under the Licensing Agreement. Defendants have also failed to provide me any of the required quarterly royalty reports. Lastly, Defendants have failed to provide me two samples of each product bearing the Subject Works.

10. In addition, Defendants have improperly modified my Subject Works by removing my logo before placing the Subject Works on Defendants' products without my express written consent.

11. Despite my numerous requests for Defendants to perform their obligations under the Licensing Agreement, Defendants have failed to do so. As a result, I terminated the Licensing Agreement on May 21, 2014, pursuant to ¶ 8.3 of the Licensing Agreement.

12. Defendants have continued to use, reproduce, distribute, promote and offer for sale illegal and unauthorized copies of one or more of my Subject Works on Defendants' products beyond the termination of the Licensing Agreement.

13. For example, since the termination of my agreement with Defendants, I have discovered my Subject Works being sold on products online throughout the world through Amazon, Ebay, Alibaba, and Movitek Import's websites. I most recently discovered that eighteen (18) of my Subject Works¹ are being sold on products (clocks with moving dog tails) on Amazon's website (www.amazon.com). A true and correct copy of the printouts from Amazon's website bearing my Subject Works are attached as **Collective Exhibit A**. These printouts show products bearing eighteen (18) of my same Subject Works (copies of which appear in the record at Doc. 1-1), including my original Golden Retriever illustration, with the only difference being that my logo has been removed. Amazon's website indicates that the seller and/or manufacturer of these eighteen (18) products is Passion for Pets. I also discovered that a moving dog tail clock, bearing my original Golden Retriever illustration (one of my Subject Works), is being sold on Movitek Import's website (<http://movitek.cl>). Again, my logo has been removed. A true and correct copy of the printout from Movitek Import's website bearing my Golden Retriever illustration is attached as **Exhibit B**. Movitek Import's website indicates that the manufacturer of this product is Passion for Pets.

¹ The eighteen Subject Works include my illustrations of the following dog breeds: Yorkie, Golden Retriever, Border Collie, Yellow Labrador, Jack Russell, Chocolate Labrador, Westie, Staffordshire Bull Terrier, Springer Spaniel, Schnauzer, Lhasa Apso, Cocker Spaniel, French Bulldog, Rottweiler, Sheltie, German Shepherd, Bichon, and Beagle.

14. I am aware that Defendants use the name "Passion For Pets" to sell their products. Defendant Geoffrey Roebuck previously gave me one of his business cards which bears the business name "Passion for Pets." A true and correct copy of this business card is attached as **Exhibit C**. The business card indicates that Defendant Geoffrey Roebuck is the "Managing Director," and shows his address as 3348 El Suyo Dr., San Ramon, California, 94583, and his email address as geffreyroebuck@yahoo.com. *See id.*

15. I have tried to serve Defendants at their 3348 El Suyo Dr., San Ramon, California address. However, I have not been successful.

16. On July 28, 2016, Defendants unexpectedly emailed me from Defendants' email address geffreyroebuck@yahoo.com with the subject line "HOW WE CAN ONCE AGAIN WORK TOGETHER." A true and correct copy of Defendants' July 28, 2016 email to me is attached as **Exhibit D**. Therein, Defendants indicated that they wanted to offer me a "deal" wherein Defendants would use my Subject Works to produce moving dog tail clocks and Christmas ornaments. *See id.* Defendants further told me that people loved my clocks, most of which were sold by them, including sales over the internet. *See id.* Lastly, Defendants attached four pictures of products with my Subject Works which they want to sell. A true and correct copy of these four pictures is attached as **Collective Exhibit E**. The first picture of Collective Exhibit E is a moving dog tail clock bearing my illustration of a Golden Retriever from my Subject Works. This clock is identical to the Golden Retriever moving tail clocks already being sold on Amazon and Movitek Import's websites. *See Collective Exhibit A and Exhibit B.*

17. Because I have been unable to serve Defendants with the Complaint in this matter, I responded to Defendants' July 28, 2016 email on August 10, 2016, and requested their

address and phone number in the hopes that I could finally serve Defendants. A true and correct copy of my August 10, 2016 email to Defendants is attached as **Exhibit F**.

18. On August 11, 2016, I received another email from Defendants from the email address geffreyroebuck@yahoo.com. A true and correct copy of Defendants August 11, 2016 email to me is attached as **Exhibit G**. Defendants did not advise me of their address or phone number as requested. However, they did advise me that they were “back [in] Shanghai China,” but intended to return to the United States. *Id.* Defendants again conveyed that they wanted to continue using my Subject Works to produce the moving tail clocks, as well as, Christmas ornaments. *See id.*

19. When I did not respond to Defendants’ offer to continue using my Subject Works, Defendant Geoffrey Roebuck emailed me again on August 17, 2016, from the email address geffreyroebuck@yahoo.com. A true and correct copy of Defendant Geoffrey Roebuck’s August 17, 2016 email to me is attached as **Exhibit H**. Despite the fact that I terminated the Licensing Agreement and have not entered into any additional agreements with Defendants, Defendant Geoffrey Roebuck again asked if I wanted to move forward with the clocks and ornaments lines as Defendants have “put so much money out for all the samples & shows to promote” my line. *Id.*

20. I have not given Defendants permission to use my Subject Works since terminating the Licensing Agreement. In addition, I have not entered into new agreements, nor do I wish to enter into any new agreements, with Defendants. Defendants, however, continue to use, reproduce, distribute, promote and offer for sale illegal and unauthorized copies of my Subject Works.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of September, 2016.


DINA CAPITANI

NASHVILLE 99997-1358 577527v1

COLLECTIVE EXHIBIT A

Passion For Pets | wagging tail dog clock passion for pets

Departments

Browsing History

autumn's Amazon.com

Today's Deals

Gift Cards & Registry

Hello, autumn
Your Account

Prime

Lists

0

Cart

1-16 of 17 results for Passion For Pets: "wagging tail dog clock passion for pets"

Sort by **Relevance**

Show results for

Home & Kitchen
Wall Clocks

Refine by

Amazon Prime

Did you mean: "wagging tail dog clock fashion for pets"

**Wagging Tail Dog Wall Clock for Dog Lover Yorkie**

by Passion For Pets

\$29.99

Only 4 left in stock - order soon.

Product Features

Handmade Wagging Tail Dog Wall Clock Yellow
Labrador

Home & Kitchen: See all 17 items

**Wagging Tail Dog Wall Clock for Dog Lover Golden Retriever**

by Passion For Pets

\$26.99

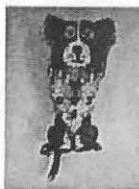
Only 3 left in stock - order soon.

FREE Shipping on eligible orders

Product Features

Handmade Wagging Tail Dog Wall Clock Yellow
Labrador

Home & Kitchen: See all 17 items

**Wagging Tail Dog Wall Clock for Dog Lover Border Collie**

by Passion For Pets

\$29.99

Only 1 left in stock - order soon

More Buying Choices

\$26.99 new (2 offers)

Product Features

Handmade Wagging Tail Dog Wall Clock Yellow
Labrador

Home & Kitchen: See all 17 items

**Wagging Tail Dog Wall Clock for Dog Lover Yellow Labrador**

by Passion For Pets

\$29.99

Only 1 left in stock - order soon

More Buying Choices

\$26.99 new (2 offers)

Product Features

Handmade Wagging Tail Dog Wall Clock Yellow
Labrador

Home & Kitchen: See all 17 items

**Wagging Tail Dog Wall Clock for Dog Lover Jack Russell**

by Passion For Pets

\$26.99

Only 3 left in stock - order soon

More Buying Choices

\$26.99 new (2 offers)

FREE Shipping on eligible orders

Product Features

Handmade Wagging Tail Dog Wall Clock

Home & Kitchen: See all 17 items

**Wagging Tail Dog Wall Clock for Dog Lover Chocolate Labrador**

by Passion For Pets

\$26.99

Only 1 left in stock - order soon

FREE Shipping on eligible orders

Product Features

Handmade Wagging Tail Dog Wall Clock Yellow
Labrador

Home & Kitchen: See all 17 items

**Wagging Tail Dog Wall Clock for Dog Lover Westie**

by Passion For Pets

\$29.99

Only 3 left in stock - order soon

Product Features

Handmade Wagging Tail Dog Wall Clock Yellow
Labrador

Home & Kitchen: See all 17 items

**Wagging Tail Dog Wall Clock for Dog Lovers Sheltie**

by Passion For Pets

\$28.82

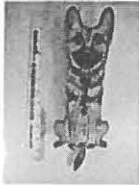
Only 5 left in stock - order soon

FREE Shipping on eligible orders

Product Features

Dog Lovers Gift Wall-Clock

Home & Kitchen: See all 17 items

**Wagging Tail Dog Wall Clock for Dog Lovers German Shepherd**

by Passion For Pets

\$28.82

Only 5 left in stock - order soon

FREE Shipping on eligible orders

Product Features

Dog Lovers Gift Wall-Clock

Home & Kitchen: See all 17 items

[Previous Page](#)[1 2](#)[Next Page](#)**Sponsored Links (What's this?)**1. **[Wag.com Pet Supplies](#)** **Wag.com - You Sit. We Fetch. Free 2-Day Delivery On Orders \$49+!**
www.wag.com/Pet2. **[Dog Clocks](#)** **Dog Clocks & Other Great Dog Collectibles - Shop Now!**
www.bradfordexchange.com/3. **[Rover.com - Dog Walking](#)** **Lower Cost With More Attention. Loving Trusted Dog Walkers Near You**
www.rover.com/4. **[Howard Miller Clock Sale](#)** **@ Northville Watch and Clock Shop. Every Howard Miller Clock on Sale**
www.northvilleclock.com/[Ad feedback](#)**Search Feedback**

Did you find what you were looking for?

If you need help or have a question for Customer Service, please visit the [Help Section](#).[Back to top](#)**Get to Know Us**[Careers](#)[About Amazon](#)[Investor Relations](#)[Amazon Devices](#)**Make Money with Us**[Sell on Amazon](#)[Sell Your Services on Amazon](#)[Sell on Amazon Business](#)[Sell Your Apps on Amazon](#)[Become an Affiliate](#)[Advertise Your Products](#)[Self-Publish with Us](#)[Become an Amazon Vendor](#)[» See all](#)**Amazon Payment Products**[Amazon.com Rewards Visa Card](#)[Amazon.com Store Card](#)[Amazon.com Corporate Credit Line](#)[Shop with Points](#)[Credit Card Marketplace](#)[Reload Your Balance](#)[Amazon Currency Converter](#)**Let Us Help You**[Your Account](#)[Your Orders](#)[Shipping Rates & Policies](#)[Amazon Prime](#)[Returns & Replacements](#)[Manage Your Content and Devices](#)[Amazon Assistant](#)[Help](#)[Australia](#) [Brazil](#) [Canada](#) [China](#) [France](#) [Germany](#) [India](#) [Italy](#) [Japan](#) [Mexico](#) [Netherlands](#) [Spain](#) [United Kingdom](#)Amazon Drive
Unlimited Cloud Storage
From Amazon8pm
Score deals
on fashion brandsAbeBooks
Rare Books
& TextbooksACX
Audiobook Publishing
Made EasyAlexa
Actionable Analytics
for the WebAmazon Business
Everything For
Your Business

AmazonFresh Groceries & More Right To Your Door	AmazonGlobal Ship Orders Internationally	Home Services Handpicked Pros Happiness Guarantee	Amazon Inspire Free Digital Educational Resources	Amazon Video Direct Video Distribution Made Easy	Amazon Web Services Scalable Cloud Computing Services
Audible Download Audio Books	BeautyBar.com Prestige Beauty Delivered	Book Depository Books With Free Delivery Worldwide	Casa.com Kitchen Storage & Everything Home	Comixology Thousands of Digital Comics	CreateSpace Indie Print Publishing Made Easy
Diapers.com Everything But The Baby	DPRreview Digital Photography	East Dane Designer Men's Fashion	Fabric Sewing, Quilting & Knitting	Goodreads Book reviews & recommendations	IMDb Movies, TV & Celebrities
Junglee.com Shop Online in India	Kindle Direct Publishing Indie Digital Publishing Made Easy	Prime Now FREE 2-Hour Delivery on Everyday Items	Shopbop Designer Fashion Brands	Sossp.com Health, Beauty & Home Essentials	TenMarks.com Math Activities for Kids & Schools
Wag.com Everything For Your Pet	Warehouse Deals Open-Box Discounts	Whispercast Discover & Distribute Digital Content	Woot! Deals and Shenanigans	Yoyo.com A Happy Place To Shop For Toys	Zappos Shoes & Clothing

Conditions of Use Privacy Notice Interest-Based Ads © 1996-2016, Amazon.com, Inc. or its affiliates

Passion For Pets - wagging tail dog clock passion for pets

Departments - Browsing History - autumn's Amazon.com Today's Deals Gift Cards & Registry Hello, autumn Your Account - Prime - Lists - 0 Cart

17-17 of 17 results for Passion For Pets "wagging tail dog clock passion for pets" Sort by **Relevance** ✓

Show results for

Home & Kitchen
Wall Clocks

Refine by

Amazon Prime



Wagging Tail Dog Wall Clock for Dog Lover Bichon

by Passion For Pets

\$29.99

Only 5 left in stock - order soon.

More Buying Choices

\$26.99 new (2 offers)

Product Features

Handmade Wagging Tail Dog Wall Clock Yellow Labrador

Home & Kitchen: See all 17 items

Previous Page

1 2

Next Page

Sponsored Links (What's this?)

1. [Wag.com Pet Supplies](#) Wag.com - You Sit. We Fetch. Free 2-Day Delivery On Orders \$49+! www.wag.com/Pet2. [Dog Clocks](#) Dog Clocks & Other Great Dog Collectibles - Shop Now! www.bradfordexchange.com/3. [Rover.com - Dog Walking](#) Lower Cost With More Attention. Loving Trusted Dog Walkers Near You www.rover.com/4. [Dog Wall Clocks](#) Complement Your Room's Décor With A Personalized Clock From Zazzle. www.zazzle.com/

Ad feedback

Search Feedback

Did you find what you were looking for?

Yes

No

If you need help or have a question for Customer Service, please visit the [Help Section](#).

Your Recently Viewed Items and Featured Recommendations

Inspired by Your Browsing History



Costume Accessory: Home
Detention House Arrest
Ankle Bracelet

17

\$19.95

Pro Wrestling Costume
Boots

83

\$58.49 - \$59.98

Aqua Leisure Monterey
Hammock Pool Float, One
Size, Blue

31

\$14.99

Swimways Spring Float
Assortment

77

\$29.49

Swimways Spring Float
Papasan - Colors May Vary

289

\$24.95

SwimWays Spring Float
Recliner XL (Blue/Aqua)

282

\$49.99

SwimWays The Original
Spring Float (Blue/Aqua)

40

\$35.44



[Back to top](#)

Get to Know Us

[Careers](#)
[About Amazon](#)
[Investor Relations](#)
[Amazon Devices](#)

Make Money with Us

[Sell on Amazon](#)
[Sell Your Services on Amazon](#)
[Sell on Amazon Business](#)
[Sell Your Apps on Amazon](#)
[Become an Affiliate](#)
[Advertise Your Products](#)
[Self-Publish with Us](#)
[Become an Amazon Vendor](#)
[» See all](#)

Amazon Payment Products

[Amazon.com Rewards Visa Card](#)
[Amazon.com Store Card](#)
[Amazon.com Corporate Credit Line](#)
[Shop with Points](#)
[Credit Card Marketplace](#)
[Reload Your Balance](#)
[Amazon Currency Converter](#)

Let Us Help You

[Your Account](#)
[Your Orders](#)
[Shipping Rates & Policies](#)
[Amazon Prime](#)
[Returns & Replacements](#)
[Manage Your Content and Devices](#)
[Amazon Assistant](#)
[Help](#)

[Australia](#) [Brazil](#) [Canada](#) [China](#) [France](#) [Germany](#) [India](#) [Italy](#) [Japan](#) [Mexico](#) [Netherlands](#) [Spain](#) [United Kingdom](#)

[Amazon Drive](#)
Unlimited Cloud Storage
From Amazon

[AmazonFresh](#)
Groceries & More
Right To Your Door

[Audiible](#)
Download
Audio Books

[Diapers.com](#)
Everything
But The Baby

[Junglee.com](#)
Shop Online
in India

[Wag.com](#)
Everything
For Your Pet

[6pm](#)
Score deals
on fashion brands

[AmazonGlobal](#)
Ship Orders
Internationally

[BeautyBar.com](#)
Prestige Beauty
Delivered

[DPReview](#)
Digital
Photography

[Kindle Direct Publishing](#)
Indie Digital Publishing
Made Easy

[Warehouse Deals](#)
Open-Box
Discounts

[AbeBooks](#)
Rare Books
& Textbooks

[Home Services](#)
Handpicked Pros
Happiness Guarantee

[Book Depository](#)
Books With Free
Delivery Worldwide

[East Dane](#)
Designer Men's
Fashion

[Prime Now](#)
FREE 2-Hour Delivery
on Everyday Items

[Whispercast](#)
Discover & Distribute
Digital Content

[ACX](#)
Audiobook Publishing
Made Easy

[Amazon Inspire](#)
Free Digital Educational
Resources

[Casa.com](#)
Kitchen, Storage
& Everything Home

[Fabric](#)
Sewing, Quilting
& Knitting

[Shopbop](#)
Designer
Fashion Brands

[Woot!](#)
Deals and
Shenanigans

[Alexa](#)
Actionable Analytics
for the Web

[Amazon Video Direct](#)
Video Distribution
Made Easy

[Comixology](#)
Thousands of
Digital Comics

[Goodreads](#)
Book reviews
& recommendations

[Soap.com](#)
Health Beauty &
Home Essentials

[Yoyo.com](#)
A Happy Place
To Shop For Toys

[Amazon Business](#)
Everything For
Your Business

[Amazon Web Services](#)
Scalable Cloud
Computing Services

[CreateSpace](#)
Indie Print Publishing
Made Easy

[IMDb](#)
Movies, TV
& Celebrities

[TanMarts.com](#)
Math Activities
for Kids & Schools

[Zappos](#)
Shoes &
Clothing

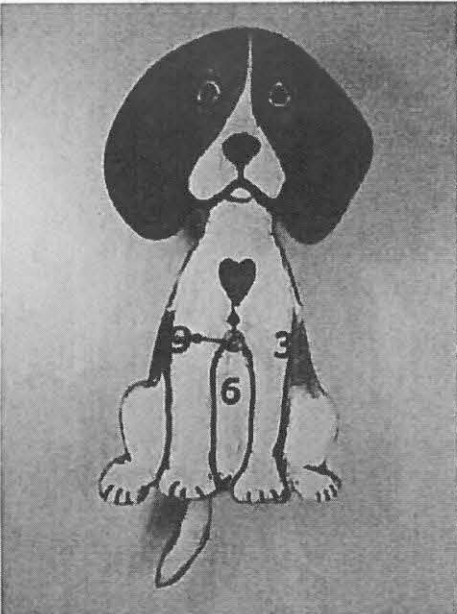
[Conditions of Use](#) [Privacy Notice](#) [Interest-Based Ads](#) © 1996-2016, Amazon.com, Inc. or its affiliates

Home & Kitchen

Departments = Browsing History = autumn's Amazon.com Today's Deals Hello, autumn Your Account = Prime = Lists = 0 Cart

Home & Kitchen Best Sellers Shop by Room = Bedding & Bath = Home Décor = Artwork = Storage = Vacuums & Floor Care = Heating & Cooling =

Back to Passion For Pets store



Wagging Tail Dog Wall Clock for Dog Lovers Beagle

Passion For Pets

Be the first to review this item

\$26.62 & FREE Shipping

Not eligible for Amazon Prime.

Only 2 left in stock.

Estimated Delivery Date: Aug. 16 - 19 when you choose to ship at checkout.

Bought from and sold by MiniBearGems.

Wagging Tail Dog Lovers

Share

Qty: 1

\$26.62 + Free Shipping

Only 2 left in stock. Sold by MiniBearGems

Add to Cart

Turn on 1-Click ordering for this browser

Ship to:

Autumn Gentry- Franklin - 37064

Add to List

Have one to sell? Sell on Amazon

Off to College IN HOME AND KITCHEN Shop now

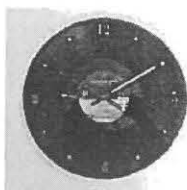
Roll over image to zoom in

Customers Also Shopped For

Page 1 of 3

					
Wagging Tail Dog Wall Clock for Dog Lover Yorkie	Wagging Tail Dog Wall Clock for Dog Lover Jack Russell	Wagging Tail Dog Wall Clock for Dog Lover Chocolate Labrador	Wagging Tail Dog Wall Clock for Dog Lover Cocker Spaniel	Wagging Tail Dog Wall Clock for Dog Lovers French Bulldog	Wagging Tail Dog Wall Clock for Dog Lovers VCS
\$26.99	\$26.99	\$26.99	\$26.99	\$26.62	\$

Sponsored Products Related To This Item (What's this?)



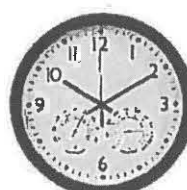
**FOO FIGHTERS Vinyl
Record Clock (Greatest
Hits)**
\$39.99



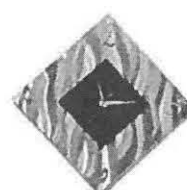
**Hipplh 10" Silent Non-
ticking Wall Clock with
Glass Cover Digital,Black**
190
\$11.99



**Oval Decorative Clock
with Multi Colors New
Design 17x28 Inches**
13
\$34.99



**Big Wall Clock Silent Wall
Clock 12 inch battery
powerd Clock with
Temperatur &**
1
\$24.99



**Black & Silver
Contemporary Design
Metal Wall Clock -
Handmade Decorative**
10
\$75.00



Bam S
\$29.75

Ad feedback

Special Offers and Product Promotions

- Save 5% on each participating item when you spend \$100.00 or more on Qualifying Items offered by MiniBearGems. Here's how (restrictions apply)
- Save 20% on each participating item when you spend \$25.00 or more on Qualifying Items offered by MiniBearGems. Enter code 37QPCTJB at checkout. Here's how (restrictions apply)
- Your cost could be **\$0.00** instead of **\$26.62!** Get a **\$70.00** gift card instantly upon approval for the **Amazon.com Rewards Visa Card**. Apply now.

Product Description

World of Miniature was founded by the talented artist Theresa Yang in 1996. Becoming the highest volume manufacturer of miniature collectible plush bears and animals today with unique attention to detail.

Product Information

Shipping Information	View shipping rates and policies
Manufacturer	Passion For Pets
ASIN	B01G4HH6RC
Customer Reviews	Be the first to review this item 0.0 out of 5 stars
Best Sellers Rank	#670,294 in Home and Kitchen (See Top 100 in Home and Kitchen) #3,198 in Home & Kitchen > Home Décor > Clocks > Wall Clocks

Warranty & Support

Product Warranty: For warranty information about this product, please click here

Feedback

Would you like to give feedback on images?
Would you like to tell us about a lower price?

Customers Viewing This Page May Be Interested In These Sponsored Links (What's this?)

- Pet Lovers Wall Clock** • 1000s of Fun Animal Themed Designs. Shop **Pet Lovers Wall Clock** Now! www.cafepress.com/
- Dog Wall Clocks** • A Whimsical Collection of **Wagging Tail Dog Wall Clocks** - Made In USA www.kensingtonrowcollection.com

Ad feedback

Customer Questions & Answers

See questions and answers

EXHIBIT B

Acceder (<http://movitek.cl/customer/account/login/>) / Registrarse (<http://movitek.cl/customer/account/create/>)

Account

Moneda:



movitek
import

(<http://movitek.cl/>)



search entire store here...



(<http://movi>

MENU



Inicio (<http://movitek.cl/>) → Toys & Games (<http://movitek.cl/toys-games.html>) → Wagging Tail Dog Wall Clock for Dog Lover
Dolls & Accessories (<http://movitek.cl/toys-games/dolls-accessories.html>) → Golden Retriever
Dolls (<http://movitek.cl/toys-games/dolls-accessories/dolls.html>) →



WAGGING TAIL DOG WALL CLOCK FOR DOG LOVER GOLDEN RETRIEVER

Disponibilidad: Fuera de existencia

BUSCAR PRECIO EN CHILE



(http://movitek.cl/wishlist/index/add/product/773349/form_ke



(http://movitek.cl/catalog/product_compare/add/product/773349/ue
([comparador](#))

(http://movitek.cl/catalog/product_compare/add/product/773349/ue

Sea el primero en opinar sobre este producto

Descripción

DETALLES

World of Miniature was founded by the talented artist Theresa Yang in 1996. Becoming the highest volume manufacturer of miniature collectible plush bears and animals today with unique attention to detail.

INFORMACIÓN ADICIONAL

Condición	Nuevo
País de Origen	Estados Unidos

Manufactura	Passion For Pets
Nombre	Cola que meneas del perro del reloj de pared para la del amante del perro perdiguero de oro
Detalles	Mundial de miniatura fue fundada por el talentoso artista Teresa Yang en 1996. Convirtiéndose en el fabricante con mayor volumen de los osos de peluche de colección en miniatura y animales hoy con atención única al detalle.

INFORMACION

Acerca de Movitek.cl
(<http://movitek.cl/acerca-de-movitek-about-us>)

Preguntas y respuestas
frecuentes
(<http://movitek.cl/faq>)

Productos de importación
(<http://movitek.cl/productos-de-importacion>)

Privacidad
(<http://movitek.cl/privacidad>)

SERVICIO AL CLIENTE

Contáctenos
(<http://movitek.cl/contacts>)

Formas de Pago & Envío
(<http://movitek.cl/formas-de-pago-y-envio>)

Garantía de Servicio
(<http://movitek.cl/garantia-de-servicio>)

Devoluciones
(<http://movitek.cl/devoluciones>)

MI CUENTA

Opciones de Mi cuenta
(<http://movitek.cl/customer/account>)

Mis Pedidos y Cotizaciones
(<http://movitek.cl/sales/order/history>)

Mi Lista de Deseos
(<http://movitek.cl/wishlist>)

Newsletter
(<http://movitek.cl/newsletter>)

NEWSLETTER SIGNUP

f (<https://www.facebook.com/movitek.cl/>)    
(<https://plus.google.com/+MovitekClimport>)

© 2007-2015 Movitek.cl - Av. Kennedy 9070 Suite 201, Santiago de Chile